

Template Offset Management Plan Language for Environmental Offsets under the EPBC Act

This document provides guidance and sample language on Trust for Nature's role in establishing conservation covenants, for use by site assessors and brokers when preparing Offset Management Plans. We have reviewed a range of approved Offset Management Plans referring to Trust for Nature, and developed sample language that aligns with the Trust's legal and stewardship requirements.

All references to Trust for Nature's roles and responsibilities in an Offset Management Plan (OMP) must use the provided sample language. Any significant variation or addition to the language must be approved by Trust for Nature. Information on what to avoid has also been provided.

Please note Trust for Nature and the landowner must also be given the opportunity to review an OMP before its approval by the Department of Climate Change, Energy, the Environment and Water (DCCEEW).

Trust for Nature's role

- To develop and register an offset covenant which secures the offset site to the standards of the referral authority.
- To document and implement a credit trading agreement between the proponent and landowner to meet the requirements of the referral authority.
- To monitor and support the landowner in meeting the obligations of the offset covenant.

Summary/ General

- This OMP has been reviewed by Trust for Nature and by the landowner, with both being given the opportunity to provide feedback prior to its approval.
- The offset area will be secured through a conservation covenant, the responsible authority for which will be Trust for Nature per Section 3A of the *Victorian Conservation Trust Act 1972*.
- The current (and future) landowners will be required to comply with the restrictions in the Trust for Nature covenant and the commitments outlined in this OMP.
- Under the VCT Act, Trust for Nature may enforce the terms of the covenant against the landowner if required.
- Trust for Nature undertakes a quality assurance and internal approvals process for all offset sites to ensure they meet Trust for Nature covenanting criteria.
- Additional obligations for the parties are outlined in the Trust for Nature deed of covenant and the Credit Trading Agreement.
- Trust for Nature is not responsible for the execution of the approval conditions under the EPBC referral or under the Credit Trading Agreement.
- Implementation of this OMP will commence upon registration of the Trust for Nature deed of covenant on title.
- Trust for Nature's Stewardship program will provide advice and guidance on land management to the landowner during the 10 year active management period and afterwards.

Incidents and Breaches

- In the event of an incident, all relevant contacts (*refer to list including Trust for Nature*) must be notified as soon as possible.
- If a major incident affecting the offset site (e.g. an extreme weather event) requires subsequent review of management actions, the landowner will seek advice from Trust for Nature.
- Any significant breach of the management commitments on the offset site must be reported immediately to Trust for Nature.

Management

- If changes to management actions outside the scope of this OMP are proposed, approval must be gained from Trust for Nature and DCCEE prior to implementation.
- The construction or installation of any infrastructure on the offset site which is not in accordance with the deed of covenant or the OMP requires Trust for Nature and DCCEE approval prior to beginning works.
- Where seasonal conditions influence *management action* on offset site, flexibility for timing of *management action* may be appropriate and Trust for Nature advice will be sought.
- Trust for Nature will be consulted for advice as soon as it is identified that management actions are not effectively achieving offset site conservation outcomes.
- A burning strategy must be approved by Trust for Nature and DCCEE. Trust for Nature must be notified at least three weeks in advance of any prescribed burn, and the burn must comply with deed of covenant conditions and any relevant laws.

Annual reporting and compliance

- An annual report outlining all management actions for the year, their completion status and the outcomes achieved is to be provided to Trust for Nature and DCCEE.
- Annual reports and photographs must be submitted at least two months prior to the anniversary date of covenant registration on title, to allow adequate time for compliance to be assessed by Trust for Nature.
- Trust for Nature will undertake site inspections four times over the initial ten year offset period. Additional site visits may be requested by the landowner.
- After the initial ten year offset period, Trust for Nature will visit the offset area in line with current Stewardship policy. Additional site visits may be requested by the landowner.
- After the initial ten year offset period, Trust for Nature will prepare a Covenant Management Plan. This will operate in conjunction with the 'in perpetuity' requirements outlined in this OMP.

Please:

- Keep the language and structure of the OMP accessible – the OMP is placed on title with the deed of covenant, and will guide current and future landowners (who may or may not be experienced in land management).
- Include title details (volume and folio).
- Clearly delineate which responsibilities belong to the approval holder and which belong to the landowner.
- Include Ecological Vegetation Classes (EVC) identified on the site and their relative proportions.
- Include a complete list of woody weeds and herbaceous/ grassy weeds identified on the site (separating high threat weeds into a separate list may be appropriate).
- Discuss with the Trust for Nature offsets team if an OMP start date other than the date of covenant registration is proposed.

Please avoid:

- Repetition of content covered in the deed of covenant. A template deed of covenant can be requested from offsets@tfn.org.au, and standard deed conditions may be referred to in the OMP.
- Contradiction of the deed of covenant. Please discuss with the offsets team if this is a concern.
- Reference to Trust for Nature or third party processes without confirmation these will occur.
- Reference to Trust for Nature supervising landowner activities. Trust for Nature provides guidance and advice only and does not play a supervisory role.
- Reference to responsibilities that are not typically routinely the responsibility of Trust for Nature, including but not limited to: fencing, media and communications, pest animal/ plant control, preparation of survey plans, annual on-site assessments, auditing, and the preparation of annual works plans.
- Reference to Trust for Nature's legal obligations without confirmation from Trust for Nature's Legal Counsel.